

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 17 day of January 2024 by and between the **Township of Denville**, County of Morris and State of New Jersey, a Municipal Corporation (hereinafter referred to as the "Employer") and **Steven Ward** (hereinafter referred to as the "Employee").

WHEREAS, the Employer desires to employ the services of Employee as Business Administrator as provided by the Township Code of the Township of Denville; and

WHEREAS, it is the desire of the Employer to provide certain benefits and establish certain conditions of employment for said Employee; and

WHEREAS, the Employee desires to accept employment as the Business Administrator for the Township of Denville.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Duties.**

The Employer hereby agrees to employ Employee as the Business Administrator of the Township of Denville and Employee agrees to perform all the functions and duties specified in the Township Code of the Township of Denville and other duties that may be assigned to him by the Employer.

2. **Term.**

The term of this agreement is from January 1, 2024 through the end of the term of the Mayor, which is December 31, 2027.

3. **Termination and Severance Pay.**

The Employee has the right to resign at any time from the position of Business Administrator. If the Employee voluntarily resigns as Business Administrator, he shall give the Township advance notice in writing at least 120 calendar days prior to the effective date of said resignation, unless the parties agree otherwise. Similarly, pursuant to State law, the Mayor has the discretion to terminate the Employee's employment at-will without cause, subject to the filing of written notice of his intention with the Council, such removal shall become effective on the twentieth day after filing of such notice, unless the Council shall prior thereto have adopted a resolution by a two-thirds vote of the whole number of the Council, disapproving the removal. However, if the Employee's employment is terminated by the Employer prior to the expiration of his term, the Township shall pay the Employee severance pay equal to three (3) months' aggregate salary.

In the event the Employee is terminated as a result of a conviction of any illegal act involving personal gain or moral turpitude, or is found to have violated any State or Local Code of Ethics, or is convicted of a criminal violation in any jurisdiction, or is removed for cause, upon notice and an opportunity to be heard, the Employer shall have no obligation to provide the severance pay and benefits designated in this Section.

In the event the Employee is collecting severance pay from the Township, he agrees to fully cooperate with the Township in order to allow for a smooth transition.

In addition to the severance pay specified above, the Employee shall be compensated for all life, health, dental and disability insurance and all other Township-provided benefits shall continue in full force and coverage, in the same manner as for all other Township employees, until the end of the severance period or until similar coverage is provided to the Employee by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1995 (COBRA). Coverage under COBRA shall be at the Employee's expense and shall commence upon the expiration of all coverage provided under the severance provisions herein.

Contemporaneous with the Employer's delivery of the severance pay and related benefits specified above, the Employee agrees to execute and deliver to the Employer a release absolutely releasing the Employer from all claims that the Employee may have against the Employer.

4. Disability.

If the Employee is permanently disabled or is otherwise unable to perform his duties because of a certified sickness, accident, injury mental incapacity or other health issue, leave will be granted in accordance with the Employer's Policy and all applicable State and Federal laws.

5. Salary.

The Employer agrees to pay the Employee for his services rendered pursuant hereto in accordance with the following rate of annual compensation schedule, payable in installments at the same time as other employees of the Employer (subject to further compensation at the recommendation of the Mayor):

Effective January 1, 2024 –	\$174,382 (equivalent of a 2.50% increase)
Effective January 1, 2025 –	\$178,305 (equivalent of a 2.25% increase)
Effective January 1, 2026 –	TBD
Effective January 1, 2027 –	TBD

6. Residency Requirement.

The Employee shall not be required to reside within the Township of Denville, however he must reside within 30 miles of the Township.

7. Performance Evaluation.

The Employer may review and evaluate the personal performance of the Employee at regular intervals as determined by the Employer. Said review and evaluation shall be in accordance with specific criteria developed by the Employer with the aide and assistance of the Employee. The eventual criteria to be used shall be in the exclusive and sole discretion of the Employer. Said criteria may be added to or deleted from as the Employer from time to time may determine in consultation with the Employee. The Mayor may provide the Employee with a summary of the written statement of findings of the Employer and shall provide an adequate opportunity to the Employee to discuss the evaluations.

8. Insurance Coverage.

The Employee shall be provided with those benefits provided to members of the Denville Township Supervisory Employees' Association. Such benefits shall include, but not be limited to, hospitalization, major medical insurance, dental insurance, vision insurance, life insurance, accidental death insurance, workers' compensation insurance and pension coverage within the Defined Contribution Retirement Program (DCRP). Applicable coverage shall be provided on a family/dependent coverage basis. Employee shall contribute to both insurance and DCRP in accordance with the laws of the State of New Jersey.

9. Deferred Compensation Plan.

The Employee has the right to participate in the Deferred Compensation (Section 457 Plan) available to all employees. Participation is voluntary and the Employer shall not provide contributions to this plan.

10. Dues and Subscriptions.

The Employer agrees to budget for and to pay for all reasonable and ordinary professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement for the good of the Employer.

11. Professional Development.

The Employer hereby agrees to budget for and to pay all reasonable and ordinary travel, subsistence and registration expenses of the Employee for the professional and official travel, meetings and occasions to adequately pursue necessary official and other functions for the Employer, including but not limited to the Annual Conference of the International City

Management Association, the New Jersey Municipal Management Association and the New Jersey League of Municipalities.

12. General Expenses.

The Employer recognizes that certain expenses of a non-personal and job affiliated nature are incurred by the Employee and hereby agrees to reimburse the Employee all reasonable expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

13. Civic Organization Memberships.

The Employer recognizes the desirability of representation in and before local civic and other organizations and the Employee, with the prior approval of the Council, is authorized to become a member of such civic clubs or organizations, for which the Employer shall pay all reasonable expenses.

14. Automobile Expense.

If the Employee uses his personal automobile for township-related business, then upon receipt of a duly executed voucher, the Employee shall be reimbursed mileage at the rate then permitted by the Internal Revenue Service. No automobile shall be provided for transportation to and from employment.

15. Cell Phone.

The Employer shall provide the Employee with a cell phone.

16. Vacation, Sick Leave and Other Leave.

For the term of the Agreement, the Employee shall receive 2.33 vacation days per month for 2024 and 2025. Employee shall receive 2.42 vacation days per month for 2026 and 2.50 vacation days per month for 2027. The Employee shall be permitted to carry over up to a maximum of five (5) unused vacation, which must be used in the subsequent calendar year, unless otherwise authorized and approved in writing by the Mayor.

The Employee shall be entitled to compensable sick leave of fifteen (15) days per year. All unused sick leave shall go into the Employee's accumulated sick leave bank. However, the Employee may choose to add 1/3 of his unused sick days from the immediately preceding year to his vacation time for the current year and 2/3 of the unused sick days will go into the Employee's accumulated sick leave bank.

The Employee shall not receive any compensation for unused sick time at the time of separation from employment.

The Employee shall receive other forms of leave, including but not limited to personal leave, professional day, bereavement leave, jury duty leave and holiday leave in accordance with the agreement between the Township of Denville and the Denville Township Supervisory Employees' Association.

Employee shall be granted permission during either the second or third year of this Agreement to take an extended leave, not to exceed a maximum of forty-five (45) calendar days. Employee agrees to notify and seek approval of proposed dates from Employer no later than December 15th of the preceding year, for which permission shall not be unreasonably withheld. Employee shall be required to utilize a minimum of sixteen (16) days of paid vacation leave and agrees to accept time-off without pay for the balance of the leave. Extended leave shall be scheduled in the months of June, July and/or August. During the two (2) months prior to and the two (2) months after the extended leave, the employee agrees to take not more than two (2) consecutive days of personal, vacation and/or floating holiday leave except for in the case of an emergency with prior approval. Employee further agrees to take no more than six (6) days of consecutive leave at any other point during the calendar year in which the extended leave is taken.

17. Indemnification.

To the extent permitted by N.J.S.A. 59:1-1 et seq., the Employer shall defend, save harmless and indemnify the Employee against any tort claim, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Township Administrator, except when the Township Council determines that the act or omission was not within the scope of employment or the act or failure to act was because of fraud, willful misconduct or actual malice. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

18. Bonding.

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under ordinance or law.

19. Other Terms and Conditions of Employment.

The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the municipal charter or other law, or the ICMA Code of Ethics.

Except as provided to the contrary herein, all provisions of the municipal charter and code and regulations and rules of the Employer relating to retirement and pension contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended,

also shall apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of the Employee.

20. No Reduction of Benefits.

The Employer shall not at any time during the term of the agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

21. General Provisions.

- A. The writing herein shall constitute the entire agreement between the parties.
- B. This agreement shall become effective January 1, 2020.
- C. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the Employer has caused the agreement to be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed and executed this agreement, both in duplicate, on the day and the year first above written.

ATTEST:



Tara Pettoni, Municipal Clerk

TOWNSHIP OF DENVILLE

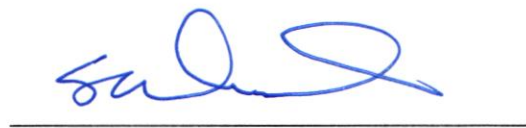


Thomas W. Andes, Mayor

ATTEST:



EMPLOYEE



Steven Ward, Township Administrator